

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000197835
Promotional Designs
% Brian Katers
2280 S Ashland Ave
Green Bay WI 54304
USA

Phone #: 920-405-2644 ext 217

Contract ID 0000000000000000000015604		Page 1 of 5
Contract Dates 07/23/2009 to 07/15/2011		Origin CPS
Description: CPS - BGS SHIRTS & CAPS		Contract Maximum \$999,999.99
Buyer Name LaRose,Deborah L	Buyer Phone 828-4635	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		SHIRT, DENIM MEN'S	EA	10.84000	0.00	0.00
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SHIRT, DENIM 100%, MEN'S, LONG SLEEVE, 6.5 OZ. BUTTON DOWN, BUTTON DOWN COLLAR, SEVEN BUTTONS, LEFT CHEST BUTTON POCKET, SLEEVE PLACKET WITH BUTTONS, SPARE BUTTON. WITH EMBROIDERED LOGO, SHIRT COLOR: FADED BLUE (LIGHT), INK BLUE (DARK). MFR. PORT AUTHORITY #SP10

INDICATE SIZE, COLOR AND PRICE AT TIME OF ORDER

SIZES AND PRICES:

REGULAR - SMALL - XL - \$10.84 EACH

REGULAR - 2XL - \$10.84 EACH

REGULAR - 3XL - \$14.36 EACH

REGULAR - 4XL - \$15.54 EACH

TALL - SMALL - 2XL - \$11.84 EACH

2		SHIRT, DENIM, WOMEN'S	EA	12.50000	0.00	0.00
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SHIRT, DENIM 100%, WOMEN'S CUT, LONG SLEEVE, 6.5 OZ. BUTTON DOWN, BUTTON DOWN COLLAR, SEVEN BUTTONS, SLEEVE PLACKET WITH BUTTONS, SPARE BUTTON, WITH EMBROIDERED LOGO, SHIRT COLOR: FADED BLUE (LIGHT), INK BLUE (DARK). MFR. PORT AUTHORITY #LSP10. SIZES: WOMEN'S SMALL - 4XL

INDICATE SIZE AND COLOR AT TIME OF ORDER

3		SHIRT, SPORT, MEN'S	EA	13.54000	0.00	0.00
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SHIRT, 100% EGYPTIAN COTTON DIAMOND PIQUE KNIT, LADIES, 6.0 OZ., NO CURL COLLAR, SINGLE NEEDLE SITTCHED ARMHOLES, HOLDERS AND HEMMED CUFFS, SIX PEARLIZED BUTTONS ON A FINISHED REVERSED PLACKET, WITH EMBROIDERED LOGO, COLOR:BIMINI BLUE, BLACK, BOYSENBERRY, RED, ROYAL, WHITE, MAIZE, LAVENDER, ORANGE, NAVY, MELON, TEAL, SPRING GREEN, PURPLE. MFR. OUTERBANKS #6092

INDICATE SIZE, COLOR AND PRICING AT TIME OF ORDER.

WOMEN'S SM - XL - \$13.54 EACH

WOMEN'S 2XL - \$15.44 EACH

WOMEN'S 3XL - \$17.11 EACH

4		SHIRT, SPORT, MEN'S	EA	9.90000	0.00	0.00
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SHIRT, SPORT 50% COTTON/50% POLYESTER, JERSEY KNIT WITH POCKET, STAIN RESISTANCE, WELT COLLAR, 2 BUTTON PLACKET, DOUBLE NEEDLE SLEEVES AND BOTTOM HEM. WITH EMBROIDERED LOGO. SHIRT COLOR: WHITE, BIRCH, SPORTS GREY, BLACK, ORANGE, FOREST, ROYAL, GOLD, LT. BLUE, MAROON, PUTTY, NAVY, RED. MFR. JERZEE 436MP

INDICATE SIZE, COLOR AND PRICE AT TIME OF ORDER.

REGULAR - SM - XL - \$9.90 EACH

REGULAR - 2XL - \$10.72 EACH

REGULAR - 3XL - \$10.92 EACH

REGULAR - 4XL - \$13.92 EACH

REGULAR - 5XL - \$14.92 EACH

TALL - SM - 2XL - \$12.92 EACH

5		T SHIRT MEN'S	EA	4.59000	0.00	0.00
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SHIRT, T SHIRT, SHORT SLEEVED, WITH POCKET, PRESHRUNK 50/50 BLEND 5.6 OZ., SHOULDER TO SHOLD TAPE, RIB COLLAR, DOUBLE NEEDLE SLEEVES AND BOTTOM. WITH SILKSCREENED LOGO. SHIRT COLOR: WHITE, BLACK, OXFORD, RED, NAVY, YELLOW HAZE, LT. BLUE, BIRCH, NATURAL, KHAKI, FOSSIL GREY, SANDSTONE, CLASIC BROWN, ISLAND YELLOW, GOLD, AQUA, CORNFLOWER, VINTAGE, NAVY, ROYAL, PERI BLUE, CALIFORNIA BLUE. MFR. JERZEE #29MP

INDICATE SIZE, COLOR AND PRICE AT TIME OF ORDER

REGULAR S-XL - \$4.59 EACH

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Description: CPS - BGS SHIRTS & CAPS		Contract Maximum \$999,999.99
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
		REGULAR 2XL - \$5.95 EACH REGULAR 3XL - \$5.95 EACH REGULAR 4XL - \$6.95 EACH REGULAR 5XL - \$6.95 EACH TALL SM - 2XL - \$5.95 EACH				
6		T SHIRT, WOMEN'S	EA	3.60000	0.00	0.00
		SHIRT, T SHIRT, WOMEN'S, SHORT SLEEVES, 6.1 OZ PRE-SHRNK 100% COTTON, DOUBLE NEEDLE STITCHED NECKLINE AND SLEEVES, LADIES' FIT WITH SHORTER BODY LENGTH AND TAPERED SLEEVES, QUARTER TURNED, NARROW RIB NECK, SEAMLESS COLAR, NECK AND SHOULDER TO SHOULDER TAPING. WITH SILKSCREENED LOGO. SHIRT COLOR: WHITE, GREY, BLACK, AVOCADO, CANDY, CHOCOLATE, HEATHER, LT. BLUE, LT. PNK, NAVY, ORCHID, PISTACHIO, RED, ROSE, ROYAL, SALMON, SKY, VIOLET, YELLOW. MFR. GILDAN 2000L INDICATE SIZE, COLOR AND PRICE AT TIME OF ORDER. WOMEN'S SM - XL - \$3.60 EACH WOMEN'S 2XL - 3XL - \$4.60 EACH				
7		CAP	EA	3.50000	0.00	0.00
		CAP, STRUCTURED TWO-TONE, 100% HEAVY BRUSHED COTTON, LOW PROFILE, 6 PANEL, BACKRAM BACKING, MATCHING UNDERBILL, PLASTIC ADJUSTABLE CLOSURE, ONE SIZE FITS ALL, COLOR: KHAKI/FOREST GREEN, KHAKI/NAVY, KHAKI/BLACK. MFR KC KAP #6010T INDICATE COLOR AT TIME OF ORDER.				

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR BGS SHIRTS AND CAPS ISSUED JUNE 18, 2009 AND VENDOR'S RESPONSE DATED JULY 1, 2009.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

SCOPE OF CONTRACT: TO PROVIDE SHIRTS AND CAPS WITH EMBROIDERED OR SILKSCREEN LOGO ON AN AS NEEDED BASIS.

CONTRACT PERIOD: THIS CONTRACT IS FOR 24 MONTHS WITH AN OPTION TO RENEW FOR 2 ADDITIONAL 12 MONTH PERIODS.

DELIVERY: 10 - 15 DAY ARO
NO MINIMUM ORDER REQUIRED.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY AND MUST INCLUDE EMBROIDERED OR SILKSCREEN LOGO, SET UP FEE AND ANY OTHER PRICING ASSOCIATED WITH THE GARMENT. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED.

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FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.						

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

SAMPLES:

BIDDER SUPPLIED SAMPLES: THE COMMISSIONER RESERVES THE RIGHT TO REQUEST FROM THE BIDDER/CONTRACTOR A REPRESENTATIVE SAMPLE(S) OF THE PRODUCT OFFERED AT ANY TIME PRIOR TO OR AFTER AWARD OF A CONTRACT. UNLESS OTHERWISE INSTRUCTED, SAMPLES SHALL BE FURNISHED WITHIN THE TIME SPECIFIED IN THE REQUEST. UNTIMELY SUBMISSION OF A SAMPLE MAY CONSTITUTE GROUNDS FOR REJECTION OF BID OR CANCELLATION OF THE CONTRACT. SAMPLES MUST BE SUBMITTED FREE OF CHARGE AND BE ACCOMPANIED BY THE BIDDER'S NAME AND ADDRESS, ANY DESCRIPTIVE

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LITERATURE RELATING TO THE PRODUCT AND A STATEMENT INDICATING HOW AND WHERE THE SAMPLE IS TO BE RETURNED. WHERE APPLICABLE, SAMPLES MUST BE PROPERLY LABELED WITH THE APPROPRIATE BID OR CONTRACT REFERENCE.						

A SAMPLE MAY BE HELD BY THE COMMISSIONER DURING THE ENTIRE TERM OF THE CONTRACT AND FOR A REASONABLE PERIOD THEREAFTER FOR COMPARISON WITH DELIVERIES. AT THE CONCLUSION OF THE HOLDING PERIOD THE SAMPLE, WHERE FEASIBLE, WILL BE RETURNED AS INSTRUCTED BY THE BIDDER, AT THE BIDDER'S EXPENSE AND RISK. WHERE THE BIDDER HAS FAILED TO FULLY INSTRUCT THE COMMISSIONER AS TO THE RETURN OF THE SAMPLE (I.E., MODE AND PLACE OF RETURN, ETC.) OR REFUSES TO BEAR THE COST OF ITS RETURN, THE SAMPLE SHALL BECOME THE SOLE PROPERTY OF THE RECEIVING ENTITY AT THE CONCLUSION OF THE HOLDING PERIOD.

ENHANCED SAMPLES: WHEN AN APPROVED SAMPLE EXCEEDS THE MINIMUM SPECIFICATIONS, ALL PRODUCT DELIVERED MUST BE OF THE SAME ENHANCED QUALITY AND IDENTITY AS THE SAMPLE. THEREAFTER, IN THE EVENT OF A CONTRACTOR'S DEFAULT, THE COMMISSIONER MAY PROCURE A PRODUCT SUBSTANTIALLY EQUAL TO THE ENHANCED SAMPLE FROM OTHER SOURCES, CHARGING THE CONTRACTOR FOR ANY ADDITIONAL COSTS INCURRED.

CONFORMANCE WITH SAMPLE(S): SUBMISSION OF A SAMPLE (WHETHER OR NOT SUCH SAMPLE IS TESTED BY, OR FOR, THE COMMISSIONER) AND APPROVAL THEREOF SHALL NOT RELIEVE THE CONTRACTOR FROM FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS, PERFORMANCE RELATED AND OTHERWISE, SPECIFIED IN THE BID SPECIFICATIONS. IF IN THE JUDGMENT OF THE COMMISSIONER THE SAMPLE OR PRODUCT SUBMITTED IS NOT IN ACCORDANCE WITH THE SPECIFICATIONS OR TESTING REQUIREMENTS PRESCRIBED IN THE BID SPECIFICATIONS, THE COMMISSIONER MAY REJECT THE BID. IF AN AWARD HAS BEEN MADE, THE COMMISSIONER MAY CANCEL THE CONTRACT AT THE EXPENSE OF THE CONTRACTOR.

TESTING: ALL SAMPLES ARE SUBJECT TO TESTS IN THE MANNER AND PLACE DESIGNATED BY THE COMMISSIONER, EITHER PRIOR TO OR AFTER CONTRACT AWARD. UNLESS OTHERWISE STATED IN THE BID SPECIFICATIONS, BIDDER SAMPLES CONSUMED OR RENDERED USELESS BY TESTING WILL NOT BE RETURNED TO THE BIDDER. TESTING COSTS FOR SAMPLES THAT FAILS TO MEET CONTRACT REQUIREMENTS MAY BE AT THE EXPENSE OF THE CONTRACTOR.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

LOGO EACH ITEM WILL BE EMBROIDERED OR SILKSCREENED WITH THE LOGO FOR THEIR DIVISION. THE LOGO WILL BE EMBROIDERED ON THE LEFT CHEST OF THE SHIRT AND CENTERED ON THE CAPS. THE LOGO FOR THE PRINT SHOP AND POSTAL CENTER ARE EMBROIDERED IN BLACK THREAD. PRINT SHOP AND POSTAL LOGO SIZES ARE 1"H X 3"W. THE LOGO FOR MAINTENANCE IS OVAL, THE WORD BGS ARE IN BLACK AND THE MAPLE LEAF IS TO BE FOREST GREEN. THE WORD "STAFF" S TO BE EMBROIDERED AND SILKSCREENED UNDER THE MAINTENANCE LOGO IN BLACK. MAINTENANCE LOGO SIZE: 2-1/4"H X 3-1/4"W WITH THE WORD "STAFF" IMPRINTED UNDER LOGO. THE AWARDED CONTRACTOR WILL BE REQUIRED TO SUBMIT A PREPRODUCTION PROOF OF THE EMBROIDERY AND SILKSCREEN TO BE APPROVED BY THE DPET OF BUILDING & GENERAL SERVICE, MAINTENANCE, PRINT SHOP AND POSTAL CENTER BEFORE THE FIRST ORDER CAN BE PLACED.

VENDOR CONTRACT INFORMATION: BRIAN KATERS, TELEPHONE 920-593-2677, FAX 920-405-2650 E-MAIL: BRIAN@PROMOTIONALDESIGNS.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222
E-MAIL: deb.larose@state.vt.us

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____